

**Exhibit 5**

# **Mountainside Mortgage Company, Inc.**

28 Gibson Blvd.  
Clark, NJ 07066  
Phone 732-882-1188 Fax 732-381-2592

## **MORTGAGE BROKERAGE BUSINESS CONTRACT**

### **Faeze Shahrzad and Cyrus Shahrzad**

(hereinafter called Borrower), employs Mountainside Mortgage Co., Inc.(hereinafter called Business), as of June 21, 2007, to obtain a mortgage loan commitment (hereinafter called Commitment) and acknowledges that Business itself cannot make loans or commitments or guarantee acceptance into specific programs, terms or conditions of any loan.

#### **I. PROPERTY:**

Address: [REDACTED]

Borrower's estimates of fair market value: \$700,000

Borrower's estimates of the balances on any existing mortgage loan(s) (n/a for purchase): \$ 288,830

#### **II. TERMS OF LOAN APPLICATION:**

Loan Amount: \$ 360,000 Interest Rate: 7.000% Loan Term: 480 months Due In: 360 months

Payment: \$ 1,138.11 (excluding escrows)

Loan Type: Conv

#### **III. MORTGAGE BROKERAGE FEE**

Business, in consideration of the Borrower's agreement to pay a mortgage brokerage fee along with actual costs incurred in connection with this loan, agrees to exert its best efforts to obtain a bona fide mortgage loan commitment in accordance with the terms (or better terms) and conditions set forth herein. The Business and its associates or employees shall be held harmless from any liability resulting from failure to obtain said loan commitment. Borrower hereby agrees to pay the actual costs as estimated herein and Borrower agrees to pay Business discount points (mortgage brokerage fee) of 3.0000 % of the total loan amount, or \$10,800.00 for obtaining the commitment. Additionally, Borrower acknowledges that Business may receive additional compensation from Lender based on the mortgage program and terms Borrower has engaged Business to obtain in securing the commitment and that Business will receive a sum in range of 0% to 4% of the total loan amount. This additional compensation, the exact amount of which will be disclosed at the time of closing, is part of the total brokerage fee due Business. In no event will the brokerage fee, additional compensation included, exceed the maximum fee permitted by the applicable state law.

#### **IV. APPLICATION FEE**

An application fee is charged for the initial cost of processing, verifying and preparing your loan package to submit to a lender for commitment. This fee is nonrefundable and is shown on your Good Faith Estimate. The application fee will not exceed \$310.00.

#### **V. SERVICES TO BE PROVIDED BY MORTGAGE BROKERAGE BUSINESS**

In consideration for Business earning its fee, the services to be provided by Business are: assembling information, compiling files and completing credit application for borrower(s), processing the application file including verifying of information received and ordering vendor reports, preparing and submitting the completed file for conditional loan commitment between borrower(s) and lender, and any incidental services necessary to obtain commitment including courier, express mail, photographs, and telephone toll charges. Business represents it maintains active relationships with four or more lenders.

#### **VI. DEFINITIONS, STANDARDS AND DISCLOSURES**

**a. COMMITMENT:** Brokerage Business hereby agrees to act on behalf of Borrower to secure a mortgage loan commitment. Brokerage Business cannot guarantee acceptance into any particular loan program or promise that any specific loan terms or conditions will be obtained. Receipt of a mortgage loan commitment by Brokerage Business satisfies Brokerage Businesses obligation under the Mortgage

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Brokerage Business Contract and Good Faith Estimate of Borrower's Costs and the terms of this contract are deemed fulfilled upon receipt of the mortgage loan commitment. Brokerage Business cannot make a mortgage loan or a Mortgage Loan Commitment. Brokerage Business cannot execute a lock-in agreement, as well. A Commitment and/or lock-in agreement may, however, be passed through to the Borrower if received from a lender. The term "Commitment" shall mean a written Commitment received by the Brokerage Business, unless otherwise agreed in writing between Brokerage Business and Borrower. Upon demand by the Borrower, the Brokerage Business shall produce for the Borrower's inspection evidence of the mortgage loan commitment and/or lock-in agreement.

**b. AGENCY; NON-LIABILITY FOR LENDER'S ACTS:** Borrower acknowledges that Brokerage Business is acting as an agent, on behalf of the Borrower in securing a mortgage commitment pursuant to this Agreement. Borrower acknowledges that Brokerage Business shall not be responsible for any errors of the Lender or Investor nor for any term or condition of the loan documentation that may be contrary to any or federal law. Brokerage Business shall not be responsible for any nonperformance of a commitment or mortgage by any Lender or Investor.

**c. DECISION:** In applying for this loan, Borrower acknowledges that Borrower has reviewed his personal and financial situation and that it is in Borrower's best interest to proceed with the loan. Borrower further acknowledges that Borrower has not relied on the advice of the Mortgage Brokerage Business or its colleagues as to wisdom of doing so.

**d. GOOD FAITH ESTIMATE OF COSTS:** The estimated costs stated may be expressed as a range of possible costs and can be charged only when such costs have actually been incurred in connection with securing the loan or loan commitment. Actual costs incurred for items, which include, but are not limited to, express mail fees, long distance calls and photographs will be paid by Borrower unless otherwise stated herein.

**e. TITLE:** Borrower represents and warrants that he is the fee simple titleholder to the property described in this Agreement and there are no liens, judgments, unpaid taxes or mortgages which will effect title to the property except those disclosed on the original application. The specific items stated on the Borrower's application. Borrower agrees to pay all costs necessary to clear any defect if status of the title differs from the representation made herein.

**f. BROKERAGE BUSINESS AND USE OF VENDORS:** Borrower also acknowledges that Lender may require certain pre-approved vendors be used exclusively for services required by this agreement. Brokerage Business has no business relationship with any vendor except as may be listed on attached Provider Relationship form.

Mountainside Mortgage Company, Inc. [REDACTED]

By:

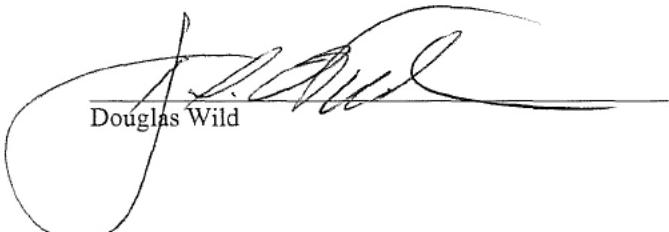
Licensed NJ Mortgage Bankers, n.s.

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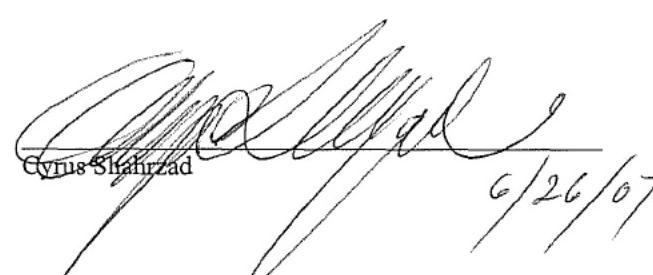
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Douglas Wild



Faeze Shahrzad



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6/26/07